UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

AMAZON.COM, INC. and AMAZON LOGISTICS, INC., Petitioners, v. STEVE EISENBERG and ASHLEY ROBERTSON, Respondents.	Case No.

DECLARATION OF JOHN RODGERS IN SUPPORT OF PETITION TO COMPEL ARBITRATION

DECLARATION OF JOHN RODGERS

Pursuant to 28 U.S.C. § 1746, I, John Rodgers, declare as follows:

1.   I am a Director, Last Mile Tech, Amazon Flex, employed by Amazon.com Services LLC, and have responsibility for certain functions related to the Amazon Flex Program.

2.   I make this declaration based on my personal knowledge and my review of Amazon's business records. If called to testify to these facts, I would be competent to do so.

3.   In my role as a Director, Last Mile Tech, Amazon Flex, I am familiar with the operation of the Amazon Flex program, the onboarding process through the Amazon Flex app, and the terms of service that prospective Amazon Flex Delivery Partners ("Delivery Partners") must review and accept before they can begin making local deliveries through the Amazon Flex smartphone application.

4.   Affiliates of Amazon.com, Inc. offer various products that customers around the world can purchase, including through Amazon's website Amazon.com and smartphone applications.

5.   When a customer places an order, the customer designates the location at which to receive the product(s) ordered. Although customers often designate their home or business, customers can often pick up an order from a different local destination, such as Whole Foods Market and Amazon Fresh storefronts (for products ordered from those stores), Amazon Go convenience stores, or third-party owned storefronts with an Amazon Hub Locker (self-service pickup) and/or an Amazon Hub Counter (over-the-counter pickup).

6.   For orders not picked up locally by customers, Amazon contracts with certain third parties to make local customer deliveries, including UPS, the U.S. Postal Service and, in some instances, sole proprietor delivery service providers who enroll in the Amazon Flex program, referred to as Delivery Partners.

-1-

7.   Amazon's "logistics" operations refer generally to the processes of coordinating and managing the movement and warehousing of products, equipment, and supplies within Amazon's facilities—in which Delivery Partners are not involved—as well as coordinating Amazon's external relationships with the third parties that make local customer deliveries.

8.   For instance, third-party wholesalers, manufacturers, and sellers ship their products to Amazon fulfillment centers, where Amazon warehouses many products.

9.   Once Amazon's customers place orders and designate the location at which they will receive those orders, Amazon ships the ordered items to a series of different facilities (such as sort centers, postal and other third-party distribution centers, and delivery stations).

10.   Amazon uses long-haul tractor-trailers and aircraft to move some goods from third-party wholesalers, manufacturers, and sellers to Amazon fulfillment centers and also to move some goods between Amazon's fulfillment centers, sort centers, and delivery stations.

11.   Through the Amazon Flex app, Delivery Partners can sign up for offered "delivery blocks," the details of which (including their location, date, and anticipated duration) are posted on the app. An offer for a delivery block shows the amount (or in some cases a range) of the Service Fees payable for the block, the type of deliveries involved, and whether customer tips are available. Delivery Partners are not required to accept any offer posted to the Amazon Flex app, any specific Amazon Flex offer, or a minimum number of offers. The anticipated durations of posted delivery blocks vary but commonly range between 2 to 6 hours.

12.   Among other opportunities, Delivery Partners can accept delivery blocks through Amazon's "Global Specialty Fulfillment" or "GSF" umbrella of programs to deliver food, groceries, and other items stocked and/or prepared locally. Historically, GSF programs have included:

2

- Amazon Fresh (groceries sold by Amazon).

- Store orders (e.g., groceries picked up at Whole Foods Markets).

- Prime Now (locally stocked items with a 1 or 2-hour turnaround).

- Amazon Restaurants (items from restaurants, now discontinued).

13.   Delivery Partners can accept delivery blocks through the "ROAR" program to pickup items at stocked at nearby retail stores, such as OfficeMax.

14.   Delivery Partners can accept "Sub Same-Day" or "SSD" delivery blocks to deliver items available for fast, same-day delivery.

15.   Delivery Partners can accept "Amazon Logistics" or "AMZL" delivery blocks, sometimes also called "brown box" deliveries, of items warehoused in Amazon fulfillment centers.

16.   With respect to AMZL orders, the items warehoused at a fulfillment center have been unloaded, sorted, and stowed there. After customers order such items, Amazon employees typically pick the ordered items from the fulfillment center's shelves and prepare them for shipment. At the time of order, these items are often located at a fulfillment center in the same state as the customer. After the items are prepared for shipment, other workers load the items onto vehicle(s) for transit to another location like a sort center, other workers drive those vehicles to that location, and other workers unload these vehicles there. At a sort center, after Amazon's employees sort the items by delivery zip code, other workers load the items onto other vehicles, other workers drive those vehicles to the delivery station, and other workers unload these vehicles at the delivery station.

17.   For AMZL packages that are located in a different state than the customer at the time the order is placed, the journey from sort center to delivery station usually includes a

3

transportation segment wholly within the customer's state and may include multiple segments of intrastate transportation within that state.

18.   At a delivery station, Amazon employees retrieve AMZL packages and group them into local delivery batches, which often encompass numerous orders and numerous customers' delivery locations. The batched packages then are transferred to Delivery Partners, who deliver the batched packages to customers.

19.   Delivery Partners ordinarily do not touch packages until after they are organized (on a cart, for example, or in a sturdy canvas or nylon bag) by local delivery batches at a delivery station or other pickup location. Delivery Partners then assume responsibility for taking the cart/bag to their personal vehicles, arranging and loading the items in their vehicles, and delivering the batch of items to their local destinations.

20.   As this overview indicates, Delivery Partners do not unload cargo from airplanes, trucks, rail cars, or ships or otherwise interact with such long-range forms of transportation. Delivery Partners are not responsible for transporting cargo to, or from, fulfillment centers. Nor are they engaged in packaging or shipping items to sort centers, postal and other third-party distribution centers, or delivery stations.

21.   Instead, Delivery Partners characteristically pick up batches of pre-packaged items in their selected geographic areas and deliver those items to customers in the same geographic areas using ordinary vehicles like their personal automobiles. In this way, Delivery Partners can help Amazon's customers avoid having to personally pick up orders at a retail store or Amazon Hub location.

22.   Individuals seeking to sign up for Amazon Flex must first download the Amazon Flex app on a smartphone, log into the app with an Amazon account (and create one if necessary),

and select the local area in which they wish to make deliveries. Individuals must then complete

the Amazon Flex onboarding process, which requires prospective Delivery Partners to

affirmatively agree to the Amazon Flex Independent Contractor Terms of Service ("TOS") before

they can start making deliveries. There have been multiple versions of the TOS.

23.　　Amazon's records indicate that Steve Eisenberg accepted version 10 of the TOS on

May 25, 2017, Ashley Robertson accepted version 10 of the TOS on May 22, 2017. Neither

individual opted out of the arbitration provision in the TOS.

24.　　TOS version 10 is attached as **Exhibit A**.

25.　　In signing up to participate in Amazon Flex, Eisenberg and Robertson each had to

check a box indicating that he or she agreed to the then-applicable version of the TOS as a whole,

and had to check another box specifically affirming that he or she agreed to arbitrate.

26.　　In this contract-acceptance process, the Amazon Flex app presented the TOS in its

entirety (by scrolling through the app) and would have resembled the following screenshots:
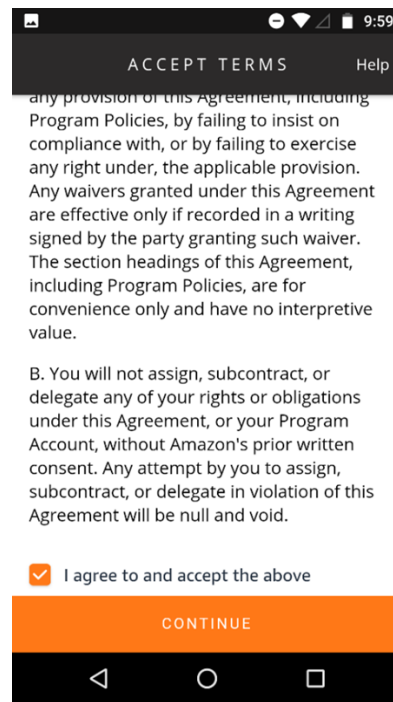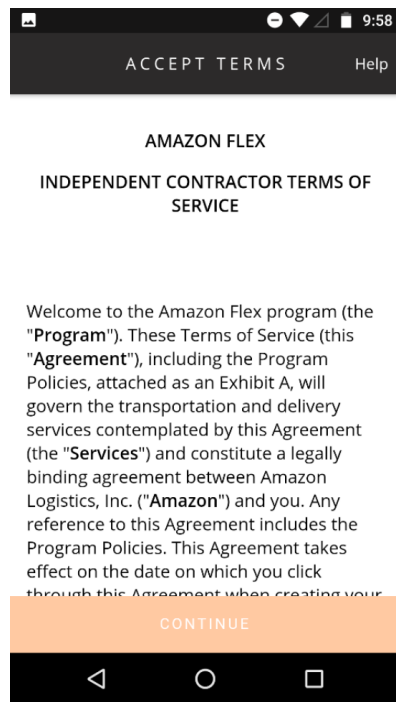
27.   The Amazon Flex app separately presented an agreement to arbitrate and would have resembled the following screenshots:
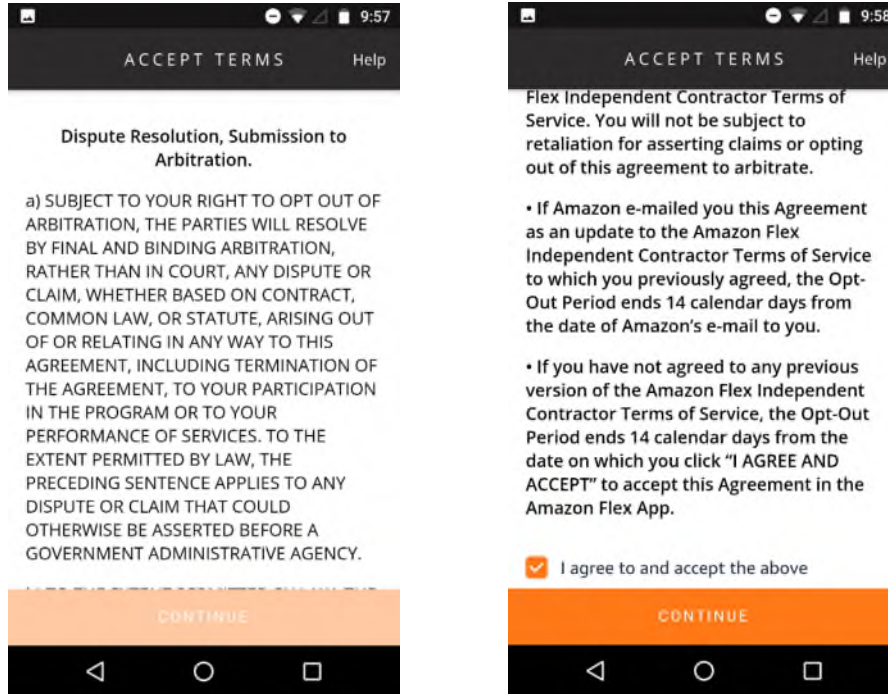
28.   All of the delivery blocks that Eisenberg and Robertson performed occurred in the Cleveland area.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 14, 2024, in Bellevue, Washington.

DocuSigned by:

John Rodgers

John Rodgers

EXHIBIT A

AMAZON FLEX

INDEPENDENT CONTRACTOR TERMS OF SERVICE

Welcome to the Amazon Flex program (the **"Program"**). These Terms of Service (this **"Agreement"**), including the Program Policies, attached as an Exhibit A, will govern the transportation and delivery services contemplated by this Agreement (the **"Services"**) and constitute a legally binding agreement between Amazon Logistics, Inc. (**"Amazon"**) and you. Any reference to this Agreement includes the Program Policies. This Agreement takes effect on the date on which you click through this Agreement when creating your account for the Program (your **"Program Account"**) or, if earlier, when you begin to perform the Services (the **"Effective Date"**). If there is a conflict between the Program Policies and any other section of this Agreement, the Program Policies will prevail.

YOU AND AMAZON AGREE TO RESOLVE DISPUTES BETWEEN YOU AND AMAZON ON AN INDIVIDUAL BASIS THROUGH **FINAL AND BINDING ARBITRATION**, UNLESS YOU OPT OUT OF ARBITRATION WITHIN 14 CALENDAR DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AS DESCRIBED BELOW IN SECTION 11. If you do not agree with these terms, do not use the Amazon Flex app or participate in the Program or provide any Services.

1. The Services.

a) You agree to provide the Services in a safe and competent manner in accordance with the level of professional care that would be observed by a prudent person rendering similar services and subject to the Service Standards described in the Program Policies. Failure to comply with the Service Standards will constitute a breach of this Agreement.

b) This Agreement requires no minimum amount or frequency of Services. You agree, however, that if you accept an offer to provide Services during a particular confirmed block and you do not cancel your acceptance as permitted under the Program Policies, you will deliver the parcels, packages, totes, bags or other deliverables tendered to you by Amazon or its designees ("Deliverables") during such period ("Delivery Block"). The Delivery Block starts when you receive Deliverables and ends at the time the last Deliverable is delivered or, if undeliverable, is returned as specified by Amazon.

2. Independent Contractor Relationship.

This Agreement creates an independent contractor relationship, not an employment relationship. As an independent contractor of Amazon, nothing in this Agreement will create any partnership, joint venture, agency, franchise, or employment relationship between you and Amazon. As an independent contractor, you will not be considered as having the status of an employee of Amazon for any purpose, including federal, state, and local tax purposes, and you will not be required or entitled to participate in any employee benefit or other plans or arrangements in which employees of Amazon and its affiliates may participate. You are solely responsible for all taxes applicable to you, including, but not limited to, income and social security taxes. You are not covered by unemployment insurance or workers' compensation provided by Amazon or any

of its affiliates, and you have no right to nor will you seek benefits or any form of payment from or through Amazon or any of its affiliates under state unemployment coverage or workers' compensation. You have no authority to bind Amazon, and you will not make any representation identifying yourself as an employee of Amazon or make any representations to any person or entity that you have any authority to bind Amazon as an employee, partner, or otherwise. This Agreement applies to each Delivery Block but there will be no relationship between the parties after the end of one Delivery Block and before the start of any subsequent Delivery Block.

3. Service Fees.

In consideration of providing Services in accordance with this Agreement and for providing your Vehicle, Amazon will pay you fees in the amounts indicated in the Amazon Flex app at the time of acceptance, or as otherwise agreed between you and Amazon from time to time ("Service Fees"). The Service Fees, unless otherwise expressly provided in this Agreement, will be your only fee for performing the Services. The Service Fees include all amounts due to you for providing your Vehicle and the Services under this Agreement, including any expenses you may incur (such as costs of fuel, taxes, registration fees, permits of all types, and any other assessment, citation, fine, or fee imposed or assed against your Vehicle or you by any applicable governmental authority or otherwise related to your equipment and its use). You understand that Amazon would offer lower Service Fees if Amazon had to pay for your expenses. Amazon will pay Service Fees to you no later than 15 days after completion of the Services. Depending on the location in which the Services are provided and the product or business to which the Services relate, Amazon's customers may be able to provide a tip in connection with the fulfillment of their orders and Amazon will pass through any tips payable to you.

4. Representations, Warranties, and Covenants.

You represent and warrant to Amazon that you have all legal capacity and authority to enter into, and perform your obligations under, this Agreement. You agree, at all times, to: (a) comply with all laws, rules, and regulations pertaining to the Services, including all laws, rules, and regulations applicable to (i) transportation, safety and insurance related to the performance of Services, (ii) health and safety of customers and the Deliverables and (iii) anti-bribery and anti-corruption; (b) hold and maintain, throughout your participation in the Program, all licenses, permits, and other authorizations necessary for you to perform the Services (including, if applicable, driver's license, vehicle registration, and automobile insurance), which you will provide to Amazon upon request; (c) notify Amazon immediately after becoming aware that any license, permit, or authorization required for you to perform the Services has expired, been lost or suspended; (d) provide complete and accurate responses to all questions related to the background screening, including questions on prior convictions; (e) notify Amazon immediately if you need to change or update your answers to any questions posed during the background screening process, including if you have any new convictions; (f) notify Amazon immediately of any event or circumstance that impairs the safety of or delays delivery of Deliverables; (g) comply with Amazon's Supplier Code of Conduct posted at **http://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=200885140** and Amazon's safety policies related to Amazon's premises and Deliverables (collectively, "Amazon Safety Requirements"), and permit, as requested by Amazon from time to time, Amazon's designee to audit your compliance with any Amazon Safety Requirements; (h) not violate or

infringe any third party's rights in proprietary or confidential information in performing the Services; and (i) not create any lien on Amazon property or assets, including any Deliverables, and waive all rights to any lien. Throughout the term of this Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to verify representations and warranties you made in this Agreement or your compliance with any provision of this Agreement.

5. Equipment Used to Perform the Services.

a) You agree that, as part of managing your own business, you will provide and maintain a mobile device compatible with the Amazon Flex app, any vehicle identified by you within the Amazon Flex app ("Vehicle"), any bicycle or other non-motorized mode of transportation used to provide the Services, and any other equipment that you choose to use or that you need in order to provide the Services. Your identification of any Vehicle within the Amazon Flex app will be considered an acknowledgement of and receipt for equipment, as required by applicable law.

b) You agree that while actively performing the Services during a Delivery Block, your Vehicle is under an exclusive lease as defined under Federal Motor Carrier Safety Administration ("FMCSA") section 49 C.F.R. Part 376, which requires exclusive possession, control and use by Amazon of both the Services and your Vehicle during that time. Your obligations under the lease will terminate each time you are done with a Delivery Block and will restart each time a new Delivery Block begins. "Actively performing the Services" means that you are actively delivering Deliverables, waiting to receive more Deliverables, or on your way back to the delivery station with undeliverable or damaged Deliverables. For clarity, exclusive possession, control and use of your Vehicle by Amazon does not mean that you cede physical control or ownership of your Vehicle.

6. Term and Deactivation.

a) This Agreement is effective as of the Effective Date and will continue to be in effect until you or Amazon terminates this Agreement.

b) You may terminate this Agreement at any time and for any reason by giving Amazon a notice of termination in accordance with Section 14 below. You will not be eligible to participate in the Program for 12 months following the date of the termination notice.

c) Amazon may terminate this Agreement at any time and for the following reasons by giving you a notice of termination in accordance with Section 14 below: (i) for failure to meet Service Standards, (ii) for failing a background check any time before or after the Effective Date (iii) material violation of the Program Policies, (iv) material breach of this Agreement, (v) if your Amazon.com account is deactivated; or (vi) for other commercially reasonable cause.

d) If you have been inactive for more than 180 days, Amazon may deactivate your account. If your account is deactivated for inactivity, you may apply to re-enroll in the Program.

e) If you opt out of receiving electronic communication (as defined in Section 14 below), your account will be deactivated. Subject to other provisions of this Agreement, you will be able to re-

activate your account by notifying Amazon that you agree to receive electronic communication from Amazon.

f) Amazon may cease providing any Licensed Materials (as defined in Section 10 below) and terminate this Agreement if you violate any of the terms related to the Licensed Materials in which case any licenses granted to you by Amazon will terminate immediately, without any notice.

g) If either you or Amazon terminate this Agreement, you must uninstall the Amazon Flex application on your device.

7. Availability of the Services.

Amazon makes no promises or representations in this Agreement as to the amount of business that you can expect at any time. You can accept or reject any opportunity offered by Amazon. Nothing in this Agreement will prohibit you from providing Services or using your Vehicle on behalf of any other person or entity, including competitors of Amazon, except during any Delivery Block. Amazon may also engage the services of other companies and individuals that may perform the same or similar services as those provided by you under this Agreement.

8. Limitation of Liability.

Amazon will not be liable for damages of any kind, including direct damages, loss of goodwill, lost opportunities or profits, anticipated amount of business, expenditures, investments, leases, or commitments made by you in connection with the Program or otherwise. Except for your indemnity obligations under Section 9 below and any liability arising out of your breach of the section of the Program Policies entitled "Confidentiality and Personal Information", and except as indicated below, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR DIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER RELATED TO THIS AGREEMENT, LICENSED MATERIALS, THE PROGRAM OR THE SERVICES, AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this Agreement will limit or exclude either party's liability for any matter or individual remedy that may not be limited or excluded by applicable laws, rules, or regulations.

9. Indemnification.

a) You will defend, indemnify, and hold harmless Amazon and its affiliates and successors, and each of their respective directors, officers, and employees (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from any third-party allegation or claim based on, or any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys' fees and expenses) arising out of or in connection with, (a) your negligence, strict liability, or misconduct, (b) a breach of this Agreement by you, (c) any action or inaction by you (including any and all loss or damage to personal property or bodily harm (including death) relating to or

arising out of any such action or inaction), or (d) any allegation or claim that you failed to comply with applicable laws, rules, or regulations.

b) Your duty to defend is independent of your duty to indemnify. You will use counsel reasonably satisfactory to the Indemnified Parties to defend each indemnified claim, and the Indemnified Parties will cooperate (at your expense) with you in the defense. If at any time the Indemnified Parties determine that they may be adversely affected by any indemnified claim, the Indemnified Parties may assume control of the defense of the claim. You will not consent to the entry of any judgment or enter into any settlement relating to an indemnified claim without the Indemnified Parties' prior written consent.

10. Licensed Materials.

As used in this Agreement, "Licensed Materials" means any software, application, website, content, or other information made available to you (whether standalone, for use on devices owned by you or Amazon, or otherwise) by Amazon or its affiliates in connection with the Program, together with any related manuals and other documentation. Amazon grants to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Licensed Materials solely for the purpose of performing the Services and participating in the Program and as permitted under this Agreement. For additional rights and obligations regarding the Licensed Materials see the Program Policies.

11. Dispute Resolution, Submission to Arbitration.

a) SUBJECT TO YOUR RIGHT TO OPT OUT OF ARBITRATION, THE PARTIES WILL RESOLVE BY FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, ANY DISPUTE OR CLAIM, WHETHER BASED ON CONTRACT, COMMON LAW, OR STATUTE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING TERMINATION OF THIS AGREEMENT, TO YOUR PARTICIPATION IN THE PROGRAM OR TO YOUR PERFORMANCE OF SERVICES. TO THE EXTENT PERMITTED BY LAW, THE PRECEDING SENTENCE APPLIES TO ANY DISPUTE OR CLAIM THAT COULD OTHERWISE BE ASSERTED BEFORE A GOVERNMENT ADMINISTRATIVE AGENCY.

b) TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS.

c) TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER AGREE THAT NO DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ON A REPRESENTATIVE BASIS.

d) TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO PARTICIPATE IN OR RECEIVE ANY RELIEF FROM ANY NON-INDIVIDUAL PROCEEDING REFERENCED ABOVE.

e) THIS AGREEMENT DOES NOT PROVIDE FOR, AND THE PARTIES DO NOT CONSENT TO, ARBITRATION ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS.

f) NO ARBITRATOR SELECTED TO ARBITRATE ANY DISPUTE BETWEEN THE PARTIES IS AUTHORIZED TO ARBITRATE ANY DISPUTE ON A CLASS, COLLLECTIVE OR REPRESENTATIVE BASIS.

g) THIS AGREEMENT SHALL NOT BE INTERPRETED AS REQUIRING EITHER PARTY TO ARBITRATE DISPUTES ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS, EVEN IF A COURT OR ARBITRATOR INVALIDATES OR MODIFIES OR DECLINES TO ENFORCE THIS AGREEMENT IN WHOLE OR IN PART.

h) You and Amazon agree that, at least 30 days before commencing any legal action relating in any way to this Agreement or to the Services, the aggrieved party will provide the other party a notice of the aggrieved party's claims and at least 30 days in which to cure an alleged breach of this Agreement or other alleged act or omission, if the same is reasonably capable of being cured. Notice shall be provided as set forth in Section 14 of this Agreement. The applicable statute of limitations shall be tolled for 30 days following the provision of such notice.

i) Demand for arbitration under this Agreement must be made in writing, must describe the demanding party's claim, and must be delivered to the other party by hand or by first-class mail within the applicable statute of limitations. Any demand for arbitration made to Amazon must be directed to Amazon's registered agent, Corporation Service Company, at 300 Deschutes Way SW, Suite 304, Tumwater, WA 98051. The arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and Mediation Procedures in effect at the time of filing a Demand for arbitration. The AAA's rules are available at www.adr.org. If the AAA's rules are inconsistent with this Agreement, this Agreement will govern. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, except that if you initiate the arbitration, you will pay for only the first US $200 of the total AAA filing fee. For example, if the AAA filing fee is US $180 you will be responsible for paying the entire AAA filing fee in that instance. But, if the AAA filing fee is US $570 you will be responsible for paying US $200 and Amazon will pay the difference (US $370 in this instance). Amazon will also pay all other costs and expenses unique to arbitration, including the arbitrator's fees. The arbitration will take place at a mutually-convenient location within 45 miles from the last location in which you provided Services.

j) The parties agree that the Federal Arbitration Act and applicable federal law will govern any dispute that may arise between the parties. The parties further agree that, notwithstanding any provision in the AAA rules, any disputes regarding the arbitrability of a claim or the validity, interpretation, or enforcement of any provision (including a waiver) relating to class, collective or representative claims shall be decided by a court of competent jurisdiction, and not by an arbitrator.

k) WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. If you wish to opt out of this arbitration agreement—meaning, among other things, that you and Amazon would be free to bring claims against each other in a court of law—you can opt out by

sending an e-mail to amazonflex-support@amazon.com before the end of the Opt-Out Period (defined below). The e-mail must include your name and a statement indicating that you are intentionally and knowingly opting out of the arbitration provisions of the Amazon Flex Independent Contractor Terms of Service. You will not be subject to retaliation for asserting claims or opting out of this agreement to arbitrate.

a. If Amazon e-mailed you this Agreement as an update to the Amazon Flex Independent Contractor Terms of Service to which you previously agreed, the Opt-Out Period ends 14 calendar days from the date of Amazon's e-mail to you.

b. If you have not agreed to any previous version of the Amazon Flex Independent Contractor Terms of Service, the Opt-Out Period ends 14 calendar days from the date on which you click "I AGREE AND ACCEPT" to accept this Agreement in the Amazon Flex App.

12. Governing Law.

The interpretation of this Agreement is governed by the law of the state of Washington without regard to its conflict of laws principles, except for Section 11 of this Agreement, which is governed by the Federal Arbitration Act and applicable federal law.

13. Modifications.

Amazon may modify this Agreement, including the Program Policies, at any time by providing notice to you through the Amazon Flex app or otherwise providing notice to you. You are responsible for reviewing this Agreement regularly to stay informed of any modifications. If you continue to perform the Services or access Licensed Materials (including accessing the Amazon Flex app) after the effective date of any modification to this Agreement, you agree to be bound by such modifications. However, (i) any modification to Service Fees will be provided to you in writing or through the Amazon Flex app before you accept and complete any Delivery Blocks to which such modifications apply; (ii) any modifications to Section 11 will not apply to claims that accrued or to disputes that arose prior to such modification.

14. Notice; Electronic/Mobile Communications.

Amazon will communicate with you via phone, text message, email, or push notifications sent via the Amazon Flex app (each such communication, "electronic communication") in connection with your participation in the Program. By downloading the Amazon Flex app, providing us with your mobile number, and agreeing to this Agreement, you are providing us with written consent to receive push notifications and automated text messages from Amazon in connection with the Program. To stop receiving push notifications, you may adjust the settings on your phone or delete the Amazon Flex app. You will not be able to participate in the Program if you adjust the settings or delete the Amazon Flex app. To stop receiving text messages from Amazon, reply STOP to any message. You consent to Amazon communicating with you concerning the Program via any or all of these means and you are responsible for printing, storing, and maintaining your own records of any such agreements, notices, disclosures or other communications. Standard messaging and data rates may apply. It is your responsibility to keep your email address and phone number current by updating the information you provided to

Amazon. Terminating this Agreement will stop all electronic communication. If you want to terminate this Agreement, you can provide a notice of termination to Amazon by sending a message to the following email address: amazonflex-support@amazon.com. If you want to provide notice under this Agreement, other than the notice of termination, you can provide such notice by sending a message to the following email address: amazonflex-support@amazon.com.

15. Documents.

You may obtain an e-mailed copy of this Agreement by e-mailing a request to amazonflex-support@amazon.com. This Agreement will be accessible to you at any time in the Amazon Flex app.

16. Entire Agreement and Severability; Survival.

a) This Agreement constitutes the complete and final agreement of the parties pertaining to the Services and supersede and replace the parties' prior agreements, understandings, representations, and discussions (whether written or oral) relating to the Services. If any provision of this Agreement is determined to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the fullest extent permissible under applicable law.

b) The following sections of this Agreement, along with any other provisions that by their nature should survive termination of this Agreement, will survive any termination or expiration of this Agreement: Term and Termination; Indemnification; Limitation of Liability; Dispute Resolution, Submission to Arbitration, Governing Law and the following sections of the Program Policies: Confidentiality and Personal Information; Taxes; and Miscellaneous.

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Exhibit A

Amazon Flex Program Policies

I. Welcome To Amazon Flex.

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Welcome to Amazon Flex, an innovative new service offering you the opportunity to deliver Amazon packages through the Amazon Flex app. Amazon is excited to welcome you to the Amazon Flex program and hope that you enjoy being your own boss and running your own business by using the Amazon Flex app.

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II. Program Requirements.

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A. In order to participate in the Program, you must:

1. Pass a background check and, if applicable, a motor vehicle record check in accordance with Amazon's standards;
2. Be at least 21 years of age;
3. Be legally qualified to work in each jurisdiction in which you provide Services;
4. Have the ability to effectively operate the Amazon Flex app and communicate with customers; and
5. Install the Amazon Flex app on your smartphone.

B. In performing Services, you may only use:

1. Non-motorized transportation (e.g., walking, cycling);
2. Following Vehicles:
    ○ a private passenger vehicle,
    ○ a cargo van (not to exceed 10,000 lbs. in gross vehicle weight rating),
    ○ a light truck (not to exceed 10,000 lbs. in gross vehicle weight rating); or
3. Public Transportation.

If you are required to advise Amazon of the mode of transportation that you intend to use to transport specified Deliverables, you agree to use only that mode of transportation to transport those Deliverables.

C. If you operate any Vehicle in connection with your performance of Services, you must:

1. Have a current valid driver's license,
2. If applicable, maintain current Vehicle registration,
3. Maintain current automobile insurance coverage required by applicable laws, rules, and regulations to operate such Vehicle; and
4. Be legally authorized and fit to operate such Vehicle.
5. Upon request, you will provide Amazon with proof that these requirements have been satisfied.
6. All Vehicles must be registered and must have passed all applicable local, state and federal standards for safety and environmental compliance.
7. You are not permitted to carry weapons while performing Services, except to the extent local applicable law places restrictions on this policy.
8. You will not provide Services if you are currently an Amazon employee and you will cease providing Services if you become an Amazon employee.

III. Service Standards.

A. As an independent contractor, you agree to provide results—the timely and effective delivery of undamaged parcels, bags, totes or other items to the customers' and Amazon's satisfaction--subject to the following standards ("Service Standards"):

1) Safety
i. Failure to comply with health, safety, & other applicable laws. Amazon requires you to comply with all traffic (including observing speed limit laws and distracted driving laws), health, safety, and other laws applicable to Deliverables or Services. Violation of traffic, health, safety, and

other laws applicable to Deliverables or Services will make you ineligible to participate in the Program.

2) Reliability
i. Arriving on time for or timely forfeiting Delivery Blocks. Amazon requires that you a) arrive on time and be ready to provide Services for any confirmed Delivery Block or b) forfeit a Delivery Block at least 45 minutes before the start of such Delivery Block. Please note that if you select a Delivery Block close to its start time (i.e. 20 minutes before the start of the Delivery Block), you will still be required to arrive on time for that Delivery Block. If you repeatedly arrive late or forfeit Delivery Blocks late, you will no longer be eligible to participate in the Program.

3) Delivery Quality
i. Late Deliveries. Amazon requires that you deliver the packages to the customers on time. The app will specify the delivery window during which the customer expects the package to be delivered. If you repeatedly deliver packages late, you will no longer be eligible to participate in the Program.

ii. Packages marked as delivered that the customer does not receive. If you deliver a package, Amazon expects that the customer will be able to find it. If customers repeatedly report that they cannot find packages you marked as delivered, you will no longer be eligible to participate in the Program.

iii. Delivery not attempted or undeliverable packages not returned to Amazon timely. Amazon expects that you will deliver all the packages you picked up as part of your Delivery Block. In an instance where delivery is not possible, you are required to return all packages to the Amazon delivery station, unless otherwise directed by Amazon. If you repeatedly do not attempt to deliver all the packages you picked up during a Delivery Block or you do not return the undeliverable packages to a location specified by Amazon, you will no longer be eligible to participate in the Program.

4) Customer Service
i. Rude or inappropriate behavior. Amazon requires you to behave respectfully and professionally when interacting with customers, station operators, merchants and other delivery partners while providing the Services. If customers, station operators, merchants or other delivery partners repeatedly report disrespectful, rude, inappropriate, unprofessional, dangerous or threatening conduct, you will no longer be eligible to participate in the Program. Additionally, a single violation, depending on the seriousness of the infraction, can make you ineligible to participate in the Program.

ii. Failure to follow instructions. Amazon requires you to follow the delivery instructions in the app or from a customer as long as the customer instructions are reasonable and do not conflict with health, safety and other applicable laws. Amazon expects you to use an insulated bag when delivering restaurant orders, not leave chilled/frozen items unattended, always check recipient IDs when delivering alcohol, and collect a signature when instructed to do so in the app. If you repeatedly disregard the instructions, you will no longer be eligible to participate in the Program.

B. As an independent contractor, subject only to this Agreement, it is for you to decide the means and manner in which to provide the Services and achieve the results that you have agreed to provide. Therefore, in performing Services, you are free to map out your own routes, sequence your deliveries and in every other way control the means and manner in which you deliver Deliverables.

IV. Program Account.

A. Amazon will use information provided by you to create or maintain your Program Account. You will provide accurate, current, and complete information as part of your contracting process and to update your information as necessary so that it remains accurate, current, and complete at all times.

B. You will not permit any other person to access your Program Account or the Licensed Materials, including the Amazon Flex App, or to perform any Services using your identity or log-in credentials. You will not use any other person's access to Program Account or Licensed Materials, including the Amazon Flex App, or perform any Services using any other person's identity or log-in credentials. You will keep secure and confidential any password required to access your Program Account or Amazon Flex App or any identification that Amazon provides to you in connection with the Program or Amazon Flex App and you agree to accept responsibility for all activities that occur under your Program Account and associated password.

V. Insurance.

A. If you operate any motor vehicle(s) in connection with your performance of the Services, you will maintain, at your expense, personal automobile insurance coverage required by applicable laws, rules, and regulations to operate such vehicle(s). You will provide proof of such insurance coverage to Amazon, upon request. You will notify Amazon if your insurance coverage is cancelled. Your personal automobile insurance policy may not cover commercial activity. As an independent contractor, it is your responsibility to understand the terms of your personal insurance coverage and to contact your personal insurance company if you have any questions.

B. Where allowed by state and federal regulations, Amazon maintains, pursuant to FMCSA regulations, a commercial automobile insurance policy ("Amazon Insurance Coverage") that is intended to provide third-party bodily injury and property damage coverage, uninsured/under-insured motorist coverage, and comprehensive/collision coverage contingent on your personal insurance policy coverage, while actively performing the Services during the Delivery Block, in each case subject to Amazon Insurance Coverage deductibles and coverage limitations. If you maintain commercial automobile insurance coverage applicable to your operation of a Vehicle, your provider will provide primary coverage for you at all times, including during the Delivery Block and Amazon Insurance Coverage will be, only in those geographies where state and federal regulations allow, excess over your commercial automobile insurance. The above description of Amazon Insurance Coverage is a summary only, and if there is a conflict between the above description and the actual terms of the Amazon Insurance Policy, the actual terms of the Amazon Insurance Policy will dictate coverage. You will notify Amazon immediately of any accident or other on-road incident that occurs while you are providing Services during the Delivery Block and you will cooperate with Amazon and the applicable insurance company in

the investigation of such accident or on-road incident. Amazon Insurance Coverage will in no way affect your indemnity obligations to Amazon as provided for in the Agreement. Amazon Insurance Coverage limits are available upon request.

VI. Privacy.

A. Amazon receives and stores any information you enter on our website and mobile applications, while providing Services or participating in the Program, and through other interactions and communications you have with us, our mobile application or our website. Any of the Licensed Materials may provide Amazon with data about your use of such Licensed Materials, your geo-location and related tracking data, including your location, movements, speed at which you are traveling, and other personally identifiable information. Amazon may use any such information and share such information with third parties in connection with the Program or other products or services, including Services, offered by Amazon or its affiliates. By submitting information to Amazon during the contracting process or while providing Services and using any Licensed Materials, you expressly (i) consent to Amazon collecting, using and sharing the above described data and information and (ii) waive and release Amazon from any and all claims, causes of action, liability or damages arising out of or in any way related to Amazon's use of such data and information.

B. Amazon may obtain information about you, including your motor vehicle record and results of your background check. You authorize Amazon and its applicable service provider(s) to, from time to time, (i) perform a background check on you and (ii) obtain your motor vehicle record. Based on a review by Amazon or its service provider of the results of your background check and motor vehicle record, Amazon may immediately terminate this Agreement.

C. Subject to applicable laws, Amazon may release any collected data and information, including personally identifiable information, when Amazon believes such release is appropriate or necessary to (i) comply with the law; (ii) enforce or apply this Agreement, including Program Policies; (iii) protect the rights, property, security or safety of Amazon, its affiliates, Amazon's customers, or others; (iv) detect, prevent or otherwise address fraud, security or technical issues; or (v) prevent or stop activity which Amazon considers to be, or to pose a risk of becoming, illegal, unethical, or legally actionable. Amazon may also receive information you shared with third parties, provided that such party has obtained necessary permissions to share the information with Amazon.

D. When you download or use apps created by Amazon or its affiliates, Amazon will receive information about your location, and your mobile device, including a unique identifier for your device. Most mobile devices provide you with information about these permissions. You have the right to choose whether or not to allow Amazon to receive this information. However, our ability to receive this information is an important part of the performance of Services, so if you choose to deny Amazon access to this information, this could affect the availability and functionality of the Amazon Flex App and your participation in the Program.

VII. Licensed Materials; Devices.

A. You may not (i) incorporate any portion of the Licensed Materials into your own works or compile any portion of it in combination with your own works, transfer it, in whole or in part, for use with another service, or sell, rent, distribute, copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, or make derivative works based on, or manipulate the Licensed Materials or any part of the Licensed Materials or otherwise sublicense or assign any rights to the Licensed Materials in whole or in part, (ii) cause or launch any programs or scripts for the purpose of surveying, manipulating or data mining any portion of the Licensed Materials or impairing or unduly affecting the operation or functionality of any aspect of the Licensed Materials; or (iii) attempt to gain unauthorized access to any portion of the Licensed Materials, including through scripts or third party applications.

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VIII. Confidentiality and Personal Information.

A. You will use all personally identifiable information (i) concerning Amazon's customers, including names and addresses and (ii) provided to you or learned by you during performance of Services (collectively, "Personal Information"), solely for the purpose of providing Services using the Amazon Flex app and will not contact Amazon's customers using Personal Information for any reason unless directly related to providing Services. You will comply with all instructions Amazon provides in respect of the processing of Personal Information, and you will maintain appropriate security measures to prevent unauthorized use or disclosure of Personal Information and will keep confidential and not share Personal Information with any third party unless

expressly permitted under this Agreement. You will return all Personal Information to Amazon promptly following a request from Amazon. As between you and Amazon, all Personal Information is and will remain the exclusive property of Amazon, and you will not disclose, share, transfer, rent, barter, trade, or sell Personal Information and will not develop lists of or aggregate Personal Information. For the avoidance of doubt, the contents of Deliverables tendered by Amazon to you are Personal Information.

B. If you are required by any governmental authority to disclose the contents of any Deliverable, you will promptly notify Amazon of such requirement. Amazon will not provide any Personal Information in connection with any disputes or claims between you and Amazon's customers, nor will any Amazon customers be contacted or called to testify, by either you or Amazon, in connection with any dispute or claim between you and Amazon.

C. Without the prior written authorization by a Vice President of Amazon, you will not use any trade name, trademark, service mark, trade dress, logo or commercial symbol, or any other proprietary rights of Amazon or any of its affiliates in any manner (including use in any client list, press release, advertisement, or other promotional material).

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Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Throughout the term of this Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

X. Additional Terms.

A. A party does not waive any right under any provision of this Agreement, including Program Policies, by failing to insist on compliance with, or by failing to exercise any right under, the applicable provision. Any waivers granted under this Agreement are effective only if recorded in a writing signed by the party granting such waiver. The section headings of this Agreement, including Program Policies, are for convenience only and have no interpretive value.

B. You will not assign, subcontract, or delegate any of your rights or obligations under this Agreement, or your Program Account, without Amazon's prior written consent. Any attempt by you to assign, subcontract, or delegate in violation of this Agreement will be null and void.